

## **Appendix 13**

### **Sample Collection Agreement for Granger-Thye Fee Offset Work**

FS Agreement No. \_\_\_\_\_  
Cooperator Tax ID No. \_\_\_\_\_  
Cooperator Agreement No. \_\_\_\_\_

COLLECTION AGREEMENT  
Between  
\_\_\_\_\_(Holder)  
and  
USDA, FOREST SERVICE  
APACHE-SITGREAVES NATIONAL FORESTS

This COLLECTION AGREEMENT is hereby entered into by and between the \_\_\_\_\_, hereinafter referred to as Cooperator and the USDA Forest Service, Apache-Sitgreaves National Forests, hereinafter referred to as the Forest Service, under the provisions of the Granger-Thye Act, 16 U.S.C.572.

**A. PURPOSE:**

It is the intent of this agreement to establish a means by which the Cooperator and the Forest Service can collaborate in accomplishing maintenance, reconditioning, renovation and improvement (MRRI) work.

The Forest Service has entered into an annual Granger-Thye (G-T) Offset Agreement that specifies that the Cooperator is required to perform the MRRI work. The Cooperator has requested the Forest Service to perform, and the Forest Service is willing to perform under Collection Agreement, a limited portion of the G-T fee offset MRRI work. The focus of the MRRI work to be accomplished under this agreement involves work where the Forest Service has equipment and staff available and where use of both can be provided in conjunction with other Forest Service activities. As an example, the Forest Service may provide the use of a tractor and an operator to spread and grade road base material provided by the Cooperator. This sharing of resources can provide for economic efficiencies for both parties.

**B. THE FOREST SERVICE SHALL:**

1. In cooperation with the Cooperator, develop an Annual Operating Plan (AOP) once the annual Granger-Thye (G-T) Offset Agreement is completed which identifies projects to be completed by the Forest Service. The AOP will also provide a budget of expenses to be paid for by the Cooperator. The Forest Service will bill the Cooperator prior to commencement of work for deposits sufficient to cover the estimated costs.
2. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
3. Rates for equipment and labor will be calculated annually through an analysis of the jobs to be performed and the amount of time required for each job. The time required to perform each job will be determined through past Forest Service experience. Rates for equipment and labor will be determined by actual personnel and equipment costs as updated yearly. See attached Annual Operating Plan for cost breakdowns.
4. Scheduling completion of specific projects will be determined exclusively by the individual Ranger District recreation staff where a project is located and will be timed in conjunction with other projects the Forest Service has in the vicinity of the specific campground(s).

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5. If the Forest Service is unable to perform work identified in the Annual Operating Plan it will be Forest Service responsibility to get the work completed through use of other cooperators or by contract. The ability to secure other means for completion of identified work is predicated upon timely submission and receipt of billed amounts.

6. Credit the full amount submitted by the Cooperator toward their annual fees.

7. A final reconciliation will be completed annually in conjunction with the Year-End Performance Evaluation, and a Bill for Collection stating actual expenses for the year will be completed. Un-used funds at the end of each year will be submitted to the Federal Treasury.

**C. THE COOPERATOR SHALL:**

1. Make advance payments in accordance with the Annual Offset Agreement in amounts sufficient to cover the total cost of performing the Government MRRI work listed in this agreement.

2. Post notices, as necessary, on campground bulletin boards to inform the public that MRRI project activity is scheduled.

**D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. **TAXPAYER IDENTIFICATION NUMBER.** The cooperator shall furnish their tax identification number upon execution of this instrument.

2. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

3. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

4. **REFUNDS.** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be forwarded to the Federal Treasury.

5. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

6. **LEGAL AUTHORITY.** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

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8. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all noncancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.

9. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

***Forest Service Project Contact***

\_\_\_\_\_  
USDA Forest Service  
\_\_\_\_\_ NF

Phone:  
FAX:  
E-Mail:

***Cooperator Project Contact***

\_\_\_\_\_  
\_\_\_\_\_ (Holder)  
\_\_\_\_\_ (address)

Phone:  
FAX:  
E-Mail:

***Forest Service Administrative Contact***

\_\_\_\_\_  
USDA Forest Service  
\_\_\_\_\_ NF

Address  
Phone:  
FAX:  
E-Mail:

***Cooperator Administrative Contact***

Same as Above

Phone:  
FAX:  
E-Mail:

10. ADVANCE BILLING. Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of \_\_\_\_%.

Billings shall be sent to:

11. REIMBURSABLE BILLING. Bill the Cooperator , for funds sufficient to cover the actual costs for the specific payment period. Overhead will be assessed at the rate of \_\_\_\_%.

Billings shall be sent to:

12. REIMBURSABLE BILLING. Bill the cooperator, for funds sufficient to cover the costs for the specific payment period. All reimbursement billings shall be completed within the same fiscal year as Forest Service expenditures. Overhead at the rate of % will be assessed. Overhead will not be assessed.

Billings shall be sent to:

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If payment is not received to the satisfaction of the Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

This includes conditions specified in associated payment bonds guaranteeing such payments.

13. PAYMENT BOND REQUIREMENT. Cooperator shall furnish and maintain a payment bond acceptable to the Forest Service in the amount of \$NA before any work commences under this agreement.

14. BUDGET AUTHORIZATION. (10/05) The Forest Service's performance under this instrument is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of the instrument may commence. Budget Authority is limited to the Fiscal Year (October 1 through September 30). Amounts authorized but not obligated or expended will expire on September 30 of the Fiscal Year in which the Budget Authority was obtained. No further obligations or charges may occur under the instrument until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.

*(This is mandatory for all reimbursable Interagency Agreements (IA) and all Collection Agreements (CO) using Fund Codes NFEX, WFEX, FREX, SPEX, CMEX, and CWFS.)*

15. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.

16. FOREST SERVICE LIABILITY. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

17. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through \_\_\_\_\_, 20XX at which time it will expire unless extended.

18. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

The PARTIES HERETO have executed this instrument.

USDA FOREST SERVICE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

The authority and format of this instrument has been reviewed and approved for signature.

\_\_\_\_\_  
(name)  
Forest Service Grants & Agreement Specialist

\_\_\_\_\_  
DATE